



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept.	A	Contract Number	
County Department Risk Management Division, HR				Dept.	Orgn.	Contractor's License No. PER FEE SCHEDULE	
County Department Contract Representative Pamela H. Thompson, Risk Manager (909) 386-8620				Telephone		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund Various	Dept. RMG	Organization RMG	Appr. 200	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Project Name Legal Defense Firm			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
CONTRACT TYPE – 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name

The Partners, An Incorporated Law Firm

hereinafter called **LIABILITY ATTORNEY**

Address

325 Hospitality Lane, Ste. 200

San Bernardino, CA 92408

Telephone

(909) 885-1229

Federal ID No. or Social Security No.

77-0565149

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

The County of San Bernardino (hereinafter called COUNTY) and law firm of, **The Partners, An Incorporated Law Firm**, a business entity (hereinafter called PUBLIC LIABILITY ATTORNEYS), are parties to this Agreement.

WHEREAS, COUNTY is self-insured for its liability claims and self-administers its own and other public entity programs; and;

WHEREAS, PUBLIC LIABILITY ATTORNEYS are familiar with and competent in Public Liability Law and qualified to defend COUNTY as required by law for all claims or actions filed against the COUNTY;

NOW THEREFORE, in consideration of the remuneration hereinafter set forth, PUBLIC LIABILITY ATTORNEYS agree to defend all claims or actions, including prejudgment and post-judgment proceedings at the trial and appellate court level, referred by COUNTY arising from alleged legal liability of COUNTY or other public entities on the following terms and conditions:

A. CONTRACTOR AGREES TO PROVIDE SERVICES AS FOLLOWS:

1. PUBLIC LIABILITY ATTORNEYS shall have a duty to report any case referred by COUNTY which PUBLIC LIABILITY ATTORNEYS, in their sole discretion, determine to be a conflict of interest. PUBLIC LIABILITY ATTORNEYS may decline to represent COUNTY in any such case.
2. PUBLIC LIABILITY ATTORNEYS shall not undertake the representation of a client in the pursuit of a claim against the COUNTY without first obtaining a written waiver and consent from the County Counsel. Any request for a conflict waiver must be made in writing to County Counsel.
3. Cases referred to PUBLIC LIABILITY ATTORNEYS by COUNTY shall be submitted with the understanding that professional fees shall be paid at hourly rates designated in Part A, Sections 3.a and 3.b (below) and billed on a monthly basis. All statements of services performed and fees charged shall contain the following information and other information requested by the COUNTY for each case:

Statement date

Case name and number

Name of Risk Management Claims Representative

An individual entry for each legal task performed

Date of each legal task

Name and hourly rate of the biller performing each legal task

Time billed for each legal task in tenth of an hour increments

Fees billed for each legal task

Individually itemized disbursements

A summary of services, including the total time and fees per biller per invoice

Total fees and costs to date billed for each case

- a. \$125 per hour – Partners and Senior Associates
\$105 per hour – Junior Associates (less than 5 years experience)
 - b. \$60 per hour - Law Clerks and Paralegals
 - c. PUBLIC LIABILITY ATTORNEYS shall designate a full partner who shall be available during regular business hours to meet with the COUNTY on cases or issues pertaining to this Agreement.
4. "Out of pocket" costs shall be reimbursed to PUBLIC LIABILITY ATTORNEYS on the following basis:
- a. COUNTY will not pay for the ordinary costs of PUBLIC LIABILITY ATTORNEYS in conducting business. The following items shall not be reimbursed: rent, utilities, document preparation, word processing, ordinary postage, incoming and outgoing facsimiles, in-house courier, local telephone charges, routine photocopying, office supplies, support staff and local area travel and meal expenses (See Attachment A).
 - b. Invoices for services rendered by other firms or professionals, such as medical examinations, expert opinions, trial exhibit preparation and the like shall be paid directly by the CONTRACTOR. Charges will not be reimbursed unless CONTRACTOR obtained prior approval for such expenses from Risk Management staff. All such charges incurred without the required approval will be the sole responsibility of CONTRACTOR. Approval and payment will be expedited by Risk Management Division.
 - c. Invoices for defense deposition transcripts, deposition fees, approved document production services and investigations will only be approved for payment if COUNTY approved contractors are used.
 - d. COUNTY will reimburse properly itemized and reasonable expenditures by PUBLIC LIABILITY ATTORNEYS for the following:
 - 1) Court filing fees, jury fees, and other necessary court costs; 2) Long distance telephone; 3) Mileage outside the local area; and 4) Necessary travel costs previously authorized by the Risk Management staff, including moderately priced lodging and economy class airfare; and 5) Westlaw or Lexis on-line charges for case research.
5. Preliminary Case Management Plan and Estimated Case Budget
- a. Upon referral and after reviewing the case file, and within seven (7) days, PUBLIC LIABILITY ATTORNEYS will contact the assigned Risk Management Representative by telephone. The attorney and the representative will agree upon a preliminary case management plan. Upon

completion of the telephone conference, the attorney shall memorialize the agreed upon plan and provide a copy of said plan to the Risk Management Claims Representative (See Attachment B).

- b. One element of this plan will be the preparation by PUBLIC LIABILITY ATTORNEYS of an estimated case budget. The estimated case budget will provide the first indication of the cost to defend the COUNTY. PUBLIC LIABILITY ATTORNEYS will periodically update the initial estimate as events dictate (See Attachment C).

6. Case Evaluation and Plan

PUBLIC LIABILITY ATTORNEYS will provide a written report to Risk Management no later than ninety (90) days from the date of receiving the case with a copy to the affected department (30 days for medical malpractice). The case evaluation shall not restate or duplicate information supplied to the attorney by Risk Management. If more time is required to prepare and submit a meaningful case evaluation and plan, an extension of time shall be requested from the Risk Management Claims Representative.

This evaluation and plan must include the following elements:

- a. Statement of facts.
- b. Statement of the issues, including identification of any unusual or potentially precedent setting issues.
- c. Additional background, factual or other investigations needed.
- d. Injuries and damages claimed.
- e. Plaintiff's contentions.
- f. A list of affirmative defenses to be raised and discussion of non-standard affirmative defenses.
- g. Discovery requirements including the identification of parties and witnesses that need to be deposed, interviewed, or statementized, special or additional interrogatories that need to be sent and to whom they will be sent and records to be produced.
- h. Legal issues that require original research effort rather than updating available firm research.
- i. Liability evaluation, including (1) expected potential liability, (2) Plaintiff comparatives, (3) co-defendant liability, (4) verdict range, and (5) settlement value and the basis used to arrive at this value.
- j. Proposed litigation and case management strategies.
- k. Expert witnesses needed. (Pre-approval by Risk Management Claims Representative required prior to retention).
- l. Fast Track cases shall require reports as follows:
 - i. Case Evaluation and plan 90 days after assignment
 - ii. Status update 7 days after Case Management Conference
 - iii. Status update 10 days before arbitration
 - iv. Status update 5 days after arbitration award
 - v. Status update 20 days prior to MSC
- m. The names of the attorney or attorneys and paralegal assigned to handle the case.
- n. The name of the designated trial attorney, should the case go to trial.

Cases designated as complex litigation shall require additional reporting as directed by Risk Management.

In no event shall a case evaluation and plan be submitted for matters reserved at less than \$50,000. This shall include all Municipal Court matters. These matters shall proceed on the preliminary case management plan plus updates as required by the Risk Management Claims Representative.

7. PUBLIC LIABILITY ATTORNEYS agree that all work product including motions, exposure identification, legal research, opinion letters, etc., may be copied and provided by the COUNTY to attorneys either employed or retained by the COUNTY and/or COUNTY's insurance carrier. The provision is not to be construed as a waiver of the attorney/client privilege.
8. PUBLIC LIABILITY ATTORNEYS agree to utilize the services of COUNTY contracted contractors such as court reporters, investigators, and copy services. The lists of approved contractors will be provided by Risk Management Division.
9. PUBLIC LIABILITY ATTORNEYS agree and understand that the COUNTY is paying on an hourly basis and will not pay for items which are charged on a "Value Billing" basis. For purposes of this Agreement, value billing is defined as billing time or fees for a task on any basis other than the actual time that was worked by the biller, measured in tenths of an hour.
10. PUBLIC LIABILITY ATTORNEYS shall provide the Risk Management Claims Representative copies of all information and correspondence relating to each claim. This shall include communications between the PUBLIC LIABILITY ATTORNEYS and any Department, Service Company, and/or Plaintiff Attorneys. PUBLIC LIABILITY ATTORNEYS will also provide copies of all case status correspondence to the Chief Deputy County Counsel.
11. PUBLIC LIABILITY ATTORNEYS must obtain authority for and approval of all settlements before being submitted to the court or finalized with Plaintiff's counsel. Settlements under \$50,000 can only be approved by designated Risk Management Division staff. All settlements of \$50,000 or more must first be approved by the Board of Supervisors.
12. PUBLIC LIABILITY ATTORNEYS shall notify COUNTY of all proposed settlements over \$50,000. COUNTY will schedule a departmental meeting and then a Board of Supervisors' Closed Session to allow the Board to review the case. PUBLIC LIABILITY ATTORNEYS will submit, at least two weeks before the departmental meeting, a one-page summary outlining the case and the reason and amount requested for settlement. This summary is to conform with Attachment D. PUBLIC LIABILITY ATTORNEYS shall answer all Board and staff questions; and, at the request of COUNTY, shall attend the joint departmental meeting and/or Board of Supervisors' Closed Session.
13. PUBLIC LIABILITY ATTORNEYS agree to undertake a planned effort to educate and offer opportunities to the Liability Claims staff and other designated COUNTY staff in tort law and in the active participation in claims resolution procedures. As requested, PUBLIC LIABILITY ATTORNEYS shall conduct liability seminars on topics selected by COUNTY at no cost to COUNTY. If requested, PUBLIC LIABILITY ATTORNEYS shall advise and assist the Risk Management staff to develop and implement effective risk control programs and materials.
14. PUBLIC LIABILITY ATTORNEYS shall notify COUNTY of claims with potential settlement value, over \$100,000 as soon as it becomes evident that the case does have merit or may result in costs to the COUNTY of over \$100,000.
15. PUBLIC LIABILITY ATTORNEYS agree that only partners or senior associates will try COUNTY cases unless special approval is received from the Supervising Liability Claims Representative. When PUBLIC LIABILITY ATTORNEYS receive a claim against the COUNTY, that claim will be assigned to a handling attorney. The name of the attorney and any paralegal who will bill legal services to the case shall be communicated to the Supervising Liability Claims Representative. Any changes in case staffing must be approved by the Supervising Liability Claims Representative. Fees to bring newly assigned attorneys or paralegals up to speed on a case will not be billed to or paid by COUNTY.
16. PUBLIC LIABILITY ATTORNEYS agree that all Risk Management and involved Department employees are Public Servants and do not require client development. PUBLIC LIABILITY ATTORNEYS, therefore, agree not to charge the COUNTY for any client development costs.

17. Upon case resolution, PUBLIC LIABILITY ATTORNEYS agree to submit final case analysis and reasons for disposition to COUNTY. This submission will include copies of pertinent documents evidencing the disposition.
18. Should either party choose to terminate this contract, PUBLIC LIABILITY ATTORNEYS shall continue to provide legal services as to any case referred to them prior to the notice of cancellation and shall be compensated therefore on the same terms and conditions as hereinbefore set forth until the conclusion of such case. However, the COUNTY retains the option of withdrawing any pending cases from further handling by PUBLIC LIABILITY ATTORNEYS and shall compensate PUBLIC LIABILITY ATTORNEYS for legal services provided to date of termination of this contract. PUBLIC LIABILITY ATTORNEYS will promptly return any cases that are withdrawn or transferred including any and all case files, work product and work in progress that has been generated.
19. PUBLIC LIABILITY ATTORNEYS shall not undertake any action(s), without Risk Management concurrence, which could foreseeably result in Court-imposed sanctions. The policy of the COUNTY is not to pay sanctions unless Risk Management intentionally caused the underlying action(s) and/or fully understood that sanctions could result from those actions(s).

B. SPECIFIC TERMS AND CONDITIONS

1. Period of Contract: The term of the contract(s) awarded will be three (3) years from COUNTY Board of Supervisors' approval date, unless terminated earlier as provided within the awarded contract(s). However, if contract negotiations for any renewal are delayed for any reason, the contract shall automatically be extended under the same terms and conditions until terminated by written notice from either party or by execution of a new contract. The COUNTY reserves the right to negotiate an extension of the contract for one or more additional years, solely within its discretion.
2. Notice of Cancellation: The contract may be terminated by any party for any reason upon 30 days' written notice.
3. This is a non-exclusive Contract and the COUNTY may, if necessary, retain other and/or additional PUBLIC LIABILITY ATTORNEYS to assist in defending claims against COUNTY at its sole discretion.

C. CONTRACTOR'S GUARANTEE

The CONTRACTOR guarantees its services will be satisfactory to the COUNTY as specified in the RFP and the contract. If the COUNTY is dissatisfied with the CONTRACTOR's services, qualifications of its staff, licenses and/or certifications, the COUNTY has the right to cancel any contract for service resulting from the RFP and be relieved of the obligation of continuing with the contract.

D. CONTACT WITH CONTRACTOR

1. Service Requests: Requests for services will be received directly from the COUNTY or the COUNTY 's contracted claim adjuster's firms (Requesters).
2. Requesters will participate in evaluating the CONTRACTOR's services.
3. COUNTY will contact CONTRACTOR with questions regarding invoices.
4. CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR shall notify the COUNTY when the primary contact will be unavailable/out of the office for one (1) or more workdays. CONTRACTOR shall not change the primary point of contact without written acknowledgement to the COUNTY. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) COUNTY business days.

E. INVOICING, PAYMENT TERMS, RIGHT TO MONITOR AND AUDIT

1. Invoicing: Invoices for services rendered will be submitted directly to the COUNTY. Invoices will meet, but not be limited to, the following requirements:
 - a. Individually numbered invoices by individual case/COUNTY claim number basis.
 - b. Reference to the COUNTY claim number and assigned adjuster on each invoice.
 - c. Submittal not more than thirty (30) days from the date of service.
 - d. Identify the Requester(s).
 - e. Submittal in duplicate.
 - f. Delineate each service billed as defined in Part A, Sections 3 and 4.
 - g. Identify the from-through date(s) of services invoiced.
2. Provide a monthly billing summary each month, which shall:
 - a. Reflect credit payments.
 - b. Identify the charges-to-date on the individual case/COUNTY claim-number.

- c. Identify the from-through date(s) of services invoiced.
3. Remuneration: CONTRACTOR agrees to provide Public Liability Attorney services in accordance with the rates listed in Part A, Section 3.
4. Payment: Invoices submitted for payment will be subject to an audit by COUNTY claims adjusters and by outside cost containment auditors. Confirmation as to the types and quality of services may be obtained from the requester before payment is made. Payments are normally processed no more than thirty days from invoice receipt.
5. Right to Monitor and Audit:
 - a. Right to Monitor
COUNTY, State and/or Federal government, or any subdivision or appointee thereof, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Agreement. CONTRACTOR shall give full cooperation in any auditing or monitoring conducted. CONTRACTOR shall cooperate with COUNTY in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by COUNTY.
 - b. Assistance by Contractor
CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of COUNTY's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.
 - c. Availability of Records
All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY, State and Federal representatives for a period for five (5) years after final payment under the Contract or until all pending COUNTY, State and Federal audits are completed, whichever is later. All pertinent records shall be retained, or made available to COUNTY, at CONTRACTOR's principal place of business. "Principal place of business" is defined, for the purpose of the contract, as the office location cited herein. Records of the CONTRACTOR that do not pertain to the program shall not be subject to audit unless provided for in another Agreement.
 - d. Evaluation by Consulting Firm
The COUNTY may, at any time, have an independent and qualified consulting firm evaluate the adequacy of the services provided and/or of the fees billed by Attorneys under this Agreement. Attorneys shall cooperate with the consultant(s) and permit them access, as agents of the COUNTY, to all files and records.
6. Price Guarantee and Escalation
 - a. All prices will be considered firm for the entire period of the contract.
 - b. Price escalation adjustments will not be considered.

F. GENERAL TERMS AND CONDITIONS

1. EMPLOYMENT

- a. The CONTRACTOR, agents and employees of the CONTRACTOR, shall act in an independent capacity and not as officers, employees or agents of the County of San Bernardino.
- b. The CONTRACTOR shall not employ any person working for the COUNTY during the term of this contract.
- c. Conflict of Interest: CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists that would impact the cost or quality of services under this contract. CONTRACTOR shall make a reasonable effort to prevent staff members and other persons whom CONTRACTOR employs for purposes of completing services described from using their positions for purposes that are, or *give the appearance of being*, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR has family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- d. The CONTRACTOR will designate an individual to serve as the primary point of contact for the Agreement. CONTRACTOR or designee must respond to the COUNTY inquiries within in two

business days. CONTRACTOR shall not change the primary contact without written acknowledgment to the COUNTY.

2. **ASSIGNMENT/SUBCONTRACTOR**

- a. Without the prior written consent of the COUNTY, the contract is not assignable by CONTRACTOR either in whole or in part.
- b. CONTRACTOR agrees not to enter into any subcontracting Agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as the CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

3. **CHANGES**

- a. CONTRACTOR agrees that any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed, attached to the original Agreement, and approved by the required persons.
- b. No oral understanding or Agreement not incorporated in the contract shall be binding on any party to the contract.
- c. CONTRACTOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

4. **TAXES**

CONTRACTOR shall assume full responsibility for all Federal, State, and Local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to CONTRACTOR and CONTRACTOR's employees and agents engaged in performance of this Agreement.

5. **TERMINATION FOR CONVENIENCE**

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar days' written notice as described in term of Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise. CONTRACTOR shall deliver promptly to COUNTY and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

6. **ATTORNEYS' FEES AND COSTS**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Part VI, Section 24-Indemnification and Insurance.

7. **VENUE**

The parties acknowledge and agree that this contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

8. **JURY TRIAL WAIVER**

CONTRACTOR and COUNTY hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR on any matter arising out of, or in any way connected with this Agreement, the relationship of CONTRACTOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

9. **LICENSES AND PERMITS**

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the law of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR will notify

COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

10. **LABOR LAWS**

CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel subsistence pay; retention and inspection of payroll records; workers' compensation; and payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

11. **NOTIFICATION REGARDING PERFORMANCE**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the CONTRACTOR shall notify the COUNTY within one (1) working day, in writing and by telephone.

12. **CONFLICT OF INTEREST**

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists that would impact the cost or quality of services under this contract. CONTRACTOR shall make a reasonable effort to prevent staff members and other persons whom CONTRACTOR employs for purposes of completing services described from using their positions for purposes that are, or give the appearance of being, motivated by desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

13. **EMPLOYMENT OF FORMER COUNTY OFFICIALS**

CONTRACTOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former COUNTY Administrative Officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

14. **IMPROPER CONSIDERATION**

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement had been awarded.

CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

15. **INACCURACIES OR MISREPRESENTATIONS**

If, in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that inaccurate material information has been provided to the COUNTY, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

16. **ARTWORK, PROOFS AND/OR NEGATIVES**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the CONTRACTOR. In the event of a failure to return the documents, the

COUNTY is entitled to pursue any available legal remedies. In addition, the CONTRACTOR will be barred from all future solicitations, for a period of at least six (6) months.

17. **DRUG AND ALCOHOL-FREE WORKPLACE**

In recognition of individual rights to work in a safe, healthful and productive work place; as a material condition of this Agreement, the CONTRACTOR agrees that the CONTRACTOR and the CONTRACTOR's employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The CONTRACTOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

18. **OWNERSHIP OF DOCUMENTS**

All documents, data, products, graphics, computer programs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the COUNTY upon payment of services. All such items shall be delivered to COUNTY at the completion of the work under this Agreement, subject to the requirements of Part VI, Section 5 Termination for Convenience. Unless otherwise directed by COUNTY, CONTRACTOR may retain copies of such items.

19. **RECORD RETENTION AND REVISION**

The CONTRACTOR agrees that the COUNTY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract as is authorized by law. Records will be retained for at least the length of time specified by law.

20. **VALIDITY**

The invalidity in whole or in part of any provision of a resulting Agreement shall not void or affect the validity of any other provision.

21. **DISPUTES**

Disputes concerning the performance of this Agreement, which cannot be resolved by the designated contract representatives, shall be presented in writing to COUNTY's Director of Human Resources who shall submit his/her decision in writing to both parties involved in the dispute. If CONTRACTOR is unwilling to accept the decision rendered through such procedure or a decision is not made with fourteen (14) working days, it may then pursue its normal legal remedies. Pending conclusion of any disagreement, the interpretation placed upon this Agreement by COUNTY will govern operation there under and CONTRACTOR will continue to perform under this Agreement.

22. **SEVERABILITY**

If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of the Agreement shall remain in effect.

23. **RELEASE OF INFORMATION**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or CONTRACTOR's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

24. **INDEMNIFICATION AND INSURANCE**

Indemnification - The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's acts, errors or omissions and for any costs or

expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omissions Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate **or**

Professional Liability - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for the Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non- contributory with any insurance or selfinsurance programs carried **or** administered by the COUNTY.

Proof of Coverage - CONTRACTOR shall immediately furnish certificates of insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher

coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

25. **RECYCLED PAPER PRODUCTS**

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires CONTRACTOR to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires CONTRACTOR to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

26. **EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

CONTRACTOR agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

27. **NOTICE AND FILINGS**

This Contract shall be administered by the County's Risk Manager. All communications, notices and billings in connection with services provided under this contract shall be directed to:

Ronald B. Owens
Supervising Liability Claims Representative
Risk Management Division/Human Resources
222 West Hospitality Lane, Third Floor
San Bernardino CA 92415-0016
909-386-8630

THIS PAGE INTENTIONALLY LEFT BLANK

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

The Partners, An Incorporated Law Firm
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title **Partner**
(Print or Type)

Dated: _____

Address 325 W. Hospitality Lane, Ste. 200
San Bernardino, Ca 92408

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► County Counsel	►	► Department Head
Date _____	Date _____	Date _____

COST REIMBURSEMENT GUIDELINES

THIRD PARTY VENDORS – Please adhere to the contract provision requiring pre-approval from Risk Management staff to use the services of third party vendors. When requesting approval, please also provide an estimate of cost. We are seriously concerned with the escalating costs of third party professionals, especially “experts.” Our staff must be directly involved in all decisions to use any third party vendor. You should only pay these vendors in extraordinary situations which are pre-approved by Risk Management. When you make a payment, please include a copy of the vendor’s invoice with your billing to Risk Management.

POSTAGE – We consider ordinary, non-express mailings to Risk Management, County Counsel and other officials, who are direct parties of the litigation, to be non-reimbursable costs of doing business. Plaintiffs, plaintiffs’ counsel, witnesses, experts, court officials, cross-complainants and insurers are also litigation parties whose postage cost would not normally be reimbursed. We recognize that certain mailings involving numerous or bulky documents or multiple litigants are extraordinary and qualify for reimbursement. Examples are numerous deposition transcripts or medical records mailed to experts or multiple notice requirements resulting from catastrophic losses. We also realize that express mailing due to urgent requirements may be subject to reimbursement.

PHOTOCOPYING – Ordinary and extraordinary photocopying fall within the same general guidelines as postage costs. Direct party litigants will normally be copied without reimbursement. Copies to non-litigants, requested by Risk Management, will be subject to reimbursement. The volume of documents to be copied and number of copies are the primary factors that determine whether a project is ordinary or extraordinary. If it is necessary to make in excess of 50 copies for a copying assignment, then those excess copies should be considered as extraordinary and a reasonable charge per copy should be assessed. Most jobs sent to outside photocopy services would probably be considered extraordinary and reimbursable.

AUTOMOBILE TRAVEL - Local area travel is defined as travel within San Bernardino city limits; the East Valley cities of Redlands, Yucaipa, Highland and Loma Linda; and the West Valley cities of Rialto, Colton, Rancho Cucamonga, Fontana and Ontario. This type travel is non-reimbursable. Travel outside these areas may be reimbursed at the rate of \$.345 per mile.

FILING FEES – Federal court filing fees are reimbursable. The County is exempt from state court filing fees, and consequently, they should not be paid and will not be reimbursed.

IN-HOUSE COURIER – These costs will only be reimbursed if courier is required to travel outside the local area as previously defined.

ACTUAL COSTS – The County will reimburse qualified actual costs. We will not recognize standard fixed amounts of percentages (e.g., applying fixed percentage to the legal services total to compute postage and telephone costs).

PRELIMINARY CASE MANAGEMENT PLAN

CLAIM NUMBER:

DEFENSE FIRM:

CLAIM NAME:

PLAINTIFF FIRM:

DATE OF LOSS:

DEMAND:

CURRENT DATE:

DEFENSE ATTORNEY:

1. Please state your initial impression of liability based upon the file contents submitted.
2. What is your recommended case strategy at this point?
3. Are there any apparent cross actions to pursue?
4. Are there indications that early settlement should be pursued? If so, indicate why and upon what terms.

ESTIMATED CASE BUDGET**CLAIM NUMBER:****CLAIM NAME:**

Please provide your preliminary estimates to execute your case management plan in the following areas of activity:

PROJECTED ACTIVITY**ESTIMATED COSTS****A. Initial Stages**

- | | |
|--------------------------------|----------|
| 1. Case evaluation | \$ _____ |
| 2. Answer and cross-complaints | _____ |
| 3. Document review | _____ |
| 4. Client contract | _____ |
| 5. Expert consultation | _____ |
| 6. Other (explain) | _____ |

B. Discovery

- | | |
|--|-------|
| 1. Depositions (including court reporters, witness fees, travel, etc.) | _____ |
| 2. Interrogatories (requests and responses) | _____ |
| 3. Document production and inspection (including travel) | _____ |
| 4. Site inspection (including travel) | _____ |
| 5. Other (explain) | _____ |

C. Legal Research

- | | |
|--|-------|
| 1. Indicate any special research projects your firm must do. | _____ |
| 2. Indicate any special research projects required of other firms. Indicate recommended firms. | _____ |

D. Experts/Consultants/Facilitators

1. Indicate any non-legal expert advice or testimony required. _____
2. Indicate any alternative dispute resolution you would recommend _____

E. Trial

1. Indicate the pre-trial costs. _____
2. Indicate the trial costs. _____
3. Indicate the appeal costs _____

Total Costs \$ _____

F. Other Comments

Claims Representative Comments

Attorney Signature _____

Date _____

Claims Representative Signature _____

Date _____

SUMMARY OF CLAIM

STATUS: **SETTLEMENT** ☐
 PRE-TRIAL ☐
 POST-TRIAL ☐

CLAIM NO:

CLAIMANT(S):

CASE NO:

PLAINTIFF(S) ATTORNEY:

DEFENSE ATTORNEY:

DATE OF LOSS:

DEPARTMENT INVOLVED:

LOCATION OF LOSS:

SUPERVISORIAL DISTRICT:

AGE:

SUMMARY OF INCIDENT:

LIABILITY EVALUATION/REASON FOR REQUEST:

NATURE AND EXTENT OF INJURIES:

SPECIALS:

COUNTY'S LIABILITY:

CHANCES OF PREVAILING:

**PLAINTIFF'S COMPARATIVE:
APPORTIONMENT OF NEGLIGENCE:**

**PERCENT OF CO-DEFENDANT'S
LIABILITY:**

REALISTIC SETTLEMENT VALUE:

MAXIMUM JURY VERDICT:

PROBABLE JURY RANGE:

ESTIMATED COST OF TRAIL:

VENUE:

EXCESS INSURANCE:

SUB FUND BALANCE:

AUTHORITY REQUESTED: